

Building Covenant (Pass to Buyer)

The Buyer shall sign a Deed in the following form and deliver same to the Seller on or before settlement:

THIS DEED is made this _____ day of _____ 20

BETWEEN
(Insert Seller/s name/s)

Of
(Insert Seller's address) (Hereinafter called "the Seller")

And:
(Insert Buyer/s name/s)

Of
(Insert Buyer's address) (Hereinafter called "Buyer")

WHEREAS:-

- a) The Seller purchased the property situated at.....
(Insert address)
being more particularly described as Loton SP
(Insert Lot number) (Insert Plan number)
with the Title Reference(Hereinafter referred to as "the Property")
(Insert Title Reference Number)
in accordance with the terms of a contract (such contract to be hereinafter referred to as "the Original Contract").
- b) The Original Contract contained a restrictive building covenant (The Building Covenant) and required the Seller to obtain from any subsequent Buyer of the property a covenant whereby the subsequent Buyer agreed to be bound by the terms and conditions of the Building Covenant.
- c) The Seller has agreed to sell the property to the Buyer on condition that the Buyer enters into this Deed to be bound by the Building Covenant.

NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the Seller selling the Property to the Buyer, the Buyer agrees to be bound by the terms of The Building Covenant annexed hereto or if not annexed as contained in the Original Contract.

EXECUTED AS A DEED:

..... Seller/s Signature Witness Signature
..... Buyer/s Signature Witness Signature
